

A. G. Contract No. KR97-2835TRN
ADOT ECS File No. JPA 97-226
Project: H3167 01C
Section: SR-95 Sleeves & Conduit

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into 27 APR 11, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-95 in the City contemplated by the State, the City has requested the State install approximately 300' of 18" sleeves under SR-95 at Rainbow and Meadows Drive, and approximately 20,000' of 2" PVC along the East side of SR-95 in the interconnect trench, at an estimated cost of \$182,500.00, all at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22342
Filed with the Secretary of State
Date Filed: 04/27/98

Betty Gayles
Secretary of State

By: Vicky Greenewold

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction pricing and construction. Incorporate State review comments as appropriate.

b. Within 30 days after receipt of an invoice, advance the State \$200,000.00 as the current estimated cost of the Project. Be responsible for the entire cost of the Project, and for any contractor claims for extra compensation due to delays or whatever reason.

c. Upon completion and acceptance by the State on behalf of the parties hereto, provide maintenance to the Project.

2. The State will:

a. Review the Project design documents and provide comments, which shall be resolved or incorporated into the City design documents.

b. Upon filing of this agreement with the Secretary of State, invoice the City in the amount of \$182,500.00 as the current estimated cost of the Project.

c. By change order to the State's existing construction contract, accomplish the Project on behalf of the City. Administer same and make all payments to the contractor. Confer with the City on any Project related construction contract modifications (force account work, etc.). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto. Reconcile the cost of the Project and invoice the City for any additional reasonable direct actual costs of the Project, or promptly refund any remaining funds already on deposit with the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

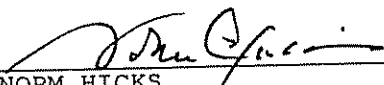
City of Bullhead City
City Manager
Box 21179
Bullhead City, AZ 86442-1179

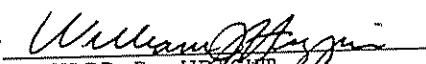
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF BULLHEAD CITY

STATE OF ARIZONA
Department of Transportation

By 
NORM HICKS
Mayor

By 
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By 
PAT NICHOLS
City Clerk

RESOLUTION

BE IT RESOLVED on this 11th day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the the City of Bullhead City for the purpose of defining responsibilities for the design and construction of improvements on SR-95 in the City, including installing conduit and sleeves on behalf of the City. (DIST K)

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allogco', is written over a horizontal line.

DAVID ALLOGCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

RESOLUTION NO 98R-055

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF INSTALLING APPROXIMATELY 300 FEET OF EIGHTEEN INCH SEWER SLEEVES UNDER SR-95 AT RAINBOW AND MEADOWS DRIVE AND APPROXIMATELY 20,000 FEET OF TWO INCH PVC STREET LIGHTING CONDUIT ALONG THE EAST SIDE OF SR-95 IN THE INTERCONNECT TRENCH, HEREINAFTER REFERRED TO AS THE PROJECT,


WHEREAS, it is necessary, expedient and cost effective to have the sewer sleeve and street lighting conduit installed; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for implementing and administering such project; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 7th day of April, 1998.

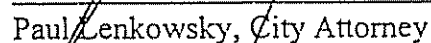

Norm Hicks, Mayor

Date: 4/8/98

ATTEST:


Patricia G. Nichols, CMC, City Clerk

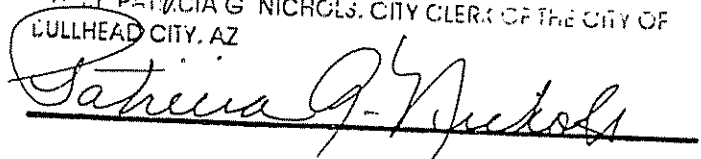
APPROVED AS TO FORM:


Paul Lenkowsky, City Attorney

CERTIFICATION

THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE RECORD ON FILE IN THIS OFFICE

April 10 1998
PATRICIA G. NICHOLS, CITY CLERK OF THE CITY OF BULLHEAD CITY, AZ



INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Intergovernmental Agreement between the City of Bullhead City and the State of Arizona relating to the Arizona Department of Transportation, IGA JPA 97-226, is an agreement between public agencies which has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned city attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Bullhead City.

No opinion is expressed as to the authority of the remaining parties, other than the City of Bullhead City, to enter into said agreement.

DATED this 30 day of March, 1998.



PAUL LENKOWSKY, City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2835TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE April 21, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11860

Enc.